



Request For Proposal for Independent Living Skills Training

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RFP HS 08-09

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Children's Services, hereafter referred to as the "County", is seeking proposals from interested and qualified organizations and firms, hereinafter referred to as "Proposers" or "Contractors", to provide Independent Living Skills Training to eligible youth, under a cost reimbursement agreement for a one-year period beginning July 1, 2009 through June 30, 2010. The County may, but is not obligated to extend awarded contract(s) for up to two additional one-year period(s) contingent on the availability of funds and Contractor performance. An amount not to exceed \$125,000 has been allocated for these services for the period indicated. The number of awards will be determined by the quality of the proposals received.

B. Minimum Proposer Requirements

Proposers must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Have at least three (3) years experience working with at-risk youth in foster care.
5. Meet other presentation and participation requirements listed in this RFP.

C. Proposal Conference

A proposal conference will be held at the Department of Children's Services, System Resources Division, 412 W. Hospitality Lane, 2nd Floor, San Bernardino, at **10:00 a.m.** on **Wednesday, December 3, 2008**. Attendance at the conference is non-mandatory; however, proposers are strongly encouraged to attend.

D. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Human Services
ATTN: HS Contracts Unit (RFP HS 08-09)
150 South Lena Road
San Bernardino, CA 92415-0515

Lisa Ordaz, (909) 388-0222, lordaz@hss.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the

responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on Wednesday, January 14, 2009. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROCUREMENT TIMELINE

A.	Proposal Conference	10:00 a.m., Wednesday, December 3, 2008
B.	Deadline for submission of questions	Wednesday, December 10, 2008
C.	Deadline for proposals	4:00 p.m., Wednesday, January 14, 2009
D.	Tentative date for Mailing Award/Denial Letters	Tuesday, March 17, 2009
E.	Tentative Deadline for protests	Friday, March 27, 2009
F.	Tentative date for awarding of Contract(s)	Tuesday, April 7, 2009
G.	Tentative Start Date for Contract(s)	July 1, 2009

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on Federal funding. This RFP does not commit the County to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Proposal Confidentiality

Proposers should be aware that proposal responses are subject to the California Public Records Act (Government Code section 6250 et seq.). If any Proposer's proposal contains trade secrets or other information, which is proprietary by law, the Proposer must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Proposer has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Proposer of the request. The Proposer will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service

For any contract awarded as a result of the RFP, no minimum or maximum number of youth can be guaranteed by the County.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. Department of Children's Services (DCS) – The County department that administers programs designed to prevent and treat child abuse and neglect in San Bernardino County. DCS oversees and administers various programs including Child Protective Services, Adoptions, Foster Home Services, Independent Living, and other related services.
2. Eligible Youth – Any youth who is a dependent or a ward of Juvenile Court, between 16 and 21 years of age, and is now or has been in out-of-home care.
3. Independent Living Program (ILP) – Program to provide basic life skills, career exploration and job readiness preparation for independent living to foster care youth. In this program, the youth will learn skills to prepare them to transition into adulthood and live on their own.
4. Request for Proposal (RFP) - The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.

B. Reference Documents

The County has copies of the following materials available for review:

1. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)
[<http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm>]
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604
[http://www.dss.cahwnet.gov/ord/cdssmanual_240.htm]
3. Clean Air Act (42 U.S.C. section 7606)
[<http://www4.law.cornell.edu/uscode/html/uscode42>]
4. Clean Water Act (33 U.S.C. section 1368)
[<http://www4.law.cornell.edu/uscode/html/uscode33>]
5. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [<http://www4.law.cornell.edu/uscode/html/uscode20>]
6. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250
[<http://www.dol.gov/esa/regs/compliance/ofccp/fs11246.htm>]
7. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32)
[<http://www4.law.cornell.edu/cfr>]

8. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R, part 76) [<http://www4.law.cornell.edu/cfr>]
9. California Government Code section 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
10. California Government Code section 87100 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
11. Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>]
12. California Penal Code section 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]
13. San Bernardino County Policy (11-10) - Recycled products
14. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [<http://ccr.oal.ca.gov/default.htm>]
15. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
16. California Welfare and Institutions Code section 10000 et seq. [<http://www.leginfo.ca.gov/calaw.html>]
17. Ansel-Casey [<http://www.caseylifeskills.org>]

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contracts Unit office.

C. Background

The Independent Living Program (ILP) was initially authorized by Public Law (P.L.) 99-272, through the addition of Section 477 to Title IV of the Social Security Act (the Act). Since that time, Sections 474, 475 and 477 of the Act have been amended to increase the amount of funding, to expand the population eligible for services, and to ensure the ILP is integrated into the requirements of the State Child Welfare Services programs.

Congress recognized the exceptional needs of our youth, ages 16 through 21, who are or have been in foster care, as they leave the Child Welfare Services system and make the difficult transition to living independently. As a result, the Omnibus Budget Reconciliation Act of 1993 (P.L.103-66) permanently reauthorizes ILP funding effective October 1, 1992.

As Congress intended, the California Department of Social Services (CDSS) recognizes the need for independent living skills training for all youth preparing to leave foster care and for the young adults who have emancipated. The goal of the ILP is to enable eligible youth to achieve self-sufficiency prior to leaving the foster care system. Providing independent living skills assessments, basic education, job seeking skills, individualized services, and a written Transitional Independent Living Plan for each participating youth assists in achieving this goal.

Since 1985, a variety of ILP services have been provided in the County of San Bernardino through county staff, contracted individuals or agencies, and through the local Community Colleges.

D. Program Description

1. Program Objective – The objective of the program is to assist eligible youth with the development of skills required to achieve self-sufficiency, thus increasing the likelihood of successful transition to independent living and the youth's ability to meet their own needs in the community.
2. Program Requirements – Contractor(s) must cover all training components listed in Paragraph D, Section 3, Items a - h. Two hundred (200) hours of instruction per fiscal year shall be provided in any format including mini conferences, workshops or class series, not to exceed a total of 12 classes per series. Contractor(s) must clearly describe the program, curriculum to be used, method of instruction, and specify the total number of training hours to be delivered.

In addition the following requirements must be met:

- a. Adult Supervision – Supervision must be provided at all times. Contractor(s) must have a minimum of two (2) adult training staff present during each class session. If enrollment exceeds twenty (20) youth, an additional staff member will be required to be present. Staff will be required to sign in at each session.
- b. Training Classes or Series – Training classes or series are to be scheduled/held at times that accommodate the youth's existing school schedule and allow time for youth to be transported to and from the training site. Contractor(s) are to plan and coordinate the dates of the training (in advance). A schedule of the training is to be approved by the ILP Coordinator and a copy provided to the County.
- c. Training Material/Instruction – Contractor(s) are encouraged to use a variety of training methods to engage the youth. Some ideas include, but are not limited to, classroom and interactive small group discussions, lectures, field trips, guest speakers, etc. A copy of the planned curriculum and schedule of events (calendar) is to be provided to the County and approved prior to the event.
- d. Training Locations – Training locations and facilities must be pre-approved by the County. A minimum of one training shall be provided for each of the service areas.
- e. Class Size – Contractor(s) must be able to accommodate a minimum of twenty youth per class.
- f. Meals/Snacks – Contractor(s) will be required to provide meals/snacks to the youth for each class. For example, if a training class is held between 4:30 p.m. and 8:00 p.m., it is expected that dinner will be provided.
- g. Attendance Reports – Contractor(s) will be required to fax attendance sheets within twenty-four hours of each class. The attendance reports are to include the name of the youth, date of the class, class title(s), training goals covered, and comment or rating of each youth's participation and behavior. Youth signatures are required on the attendance reports as the County may pay participants incentives for class attendance.

- h. Progress Reports – Contractor(s) will be required to submit mid-term and final progress reports for each youth participant. Progress reports are to provide a brief narrative of the participant's progress for the stated time period and include pre and post tests that show what skills were learned.
 - i. Certificates of Completion – Contractor(s) will be required to provide certificates of completion to the youth at the end of training which is to reflect the youth's personal achievement and recognition for successfully completing tasks, assignments, and other positive affirmations.
 - j. Case Files – Contractor(s) will be required to maintain individual case files for each youth to include case notes, documentation of program services, copies of certificates, milestones, and any information related to the individual youth. Case files are to be kept in a secured location. Upon the completion of the program, Contractor(s) will provide a copy of the youth's case file to DCS if requested.
 - k. Contact – Face-to-face contact and/or telephone contact with the youth and caregiver must be documented and occur a minimum of once per class series.
 - l. Assessments – Contractor(s) will be required to perform assessments using the Ansel-Casey Life Skills Assessment (ACLSA Short), and any exceptions require written approval from the ILP Coordinator. Contractor is to immediately notify the County when the youth is found to be deficient in reading and/or math and explain any provision for individualized classroom services, such as one-to-one mentoring, caregiver homework assignments.
 - m. Open House – Contractor(s) will be required to host an open house. The open house will include light refreshments, program overview handouts, contact information, etc. and allow the opportunity for parents, caregivers, Social Workers, the opportunity to ask questions and understand the program and skills to be taught to the youth.
 - n. Graduation Ceremony – Contractor(s) will arrange and pay for one graduation ceremony at the end of any training structured as class series. Contractor(s) will be responsible for securing a suitable venue, providing a minimum of five (5) raffle prizes with a minimum value of \$40 each, formal dinner, decorations, entertainment, a certificate of completion, and any special awards. A written detailed plan for the graduation ceremony must be approved by the ILP Coordinator and submitted sixty (60) days prior to the scheduled event for approval.
3. Training Components – A successful program must include the training components identified below. It is expected that, at the completion of training, the youth will be able to perform specific tasks in each of the areas. Contractor(s) must track and document each youth's progress towards attainment of these goals, including but not limited to assessments and achievements, and identify any barriers. The approach of the training should allow for an innovative and positive personal experience for the youth and enhance their self-esteem and build confidence to live independently.

a. Employment Training

- Identify several career or job objectives.
- Identify several employment or job resources.
- Produce a resume.
- Conduct a job search using identified employment resources.
- Apply for employment and learn how to fill out an application.
- Dress for an interview.
- Know appropriate questions to ask an employer and practice mock interviews.
- Have an understanding of basic new hire information (e.g. rights, responsibilities, employee benefits).
- Maintain employment and understand workplace values (e.g. timeliness, appearance, working with authority and customer relationships).

b. Daily Living Skills Training

- Identify, locate, and access community resources (e.g. library cards)
- Identify, locate, and access local ILP resources.
- Utilize public transportation.
- Obtain important documents such as birth certificates, social security card, California identification card, etc.
- Identify, locate, and obtain safe and affordable housing, including Section 8, THPP, and THP + programs.
- Know how to fill out a rental application and budget for security deposits and utilities.
- Maintain and manage their living environment, including how to do laundry, clean the bathroom, kitchen, and living room.
- Distinguish between a healthy and an unhealthy diet, know how to cook and how to develop a grocery list.
- Understand the basics of legal contracts, landlord and tenant laws, consequence of breaking laws, and how to seek legal assistance.
- Know resources available through the DBH Transitional Age Youth (TAY) and DCS Aftercare services.
- Know how to apply for a driver's license and obtain car insurance. Understand the importance of maintaining car insurance.

c. Budgeting and Financial Responsibilities

- Open a checking account and/or savings account.
- Know how to use an Automated Teller Machine (ATM) card.
- Know how to use on-line banking.
- Understand interest, penalties and fees.
- Know how to write a check and balance the account.
- Understand the different ways to save (e.g. CD's, Money Market Accounts).

- Develop and manage a household budget.
 - Know how to fill out tax forms.
 - Know how to establish credit and manage a credit card.
 - Understand financial assistance programs (e.g. Social Security and CalWORKs).
- d. Survival Skills Training
- Identify youth's own personal values.
 - Identify early warnings of suicide.
 - Know how to ask for assistance from others and offer assistance.
 - Keep safe in everyday situations.
- e. Health Training
- Know how to make a dental/doctor appointment.
 - Know when you should see a doctor and/or dentist for annual wellness checks as well as for sicknesses.
 - Know basic first aid.
 - Know how to apply for medical insurance and maintain medical eligibility (e.g. extended Medi-Cal) and understand IEHP.
 - Know how to access immunization and personal medical records
 - Know the importance and benefits of exercise.
 - Understand the need for taking psychotropic medication and how to obtain and refill prescriptions
 - Know how to get health insurance if you are no longer eligible for Medi-Cal.
- f. Choices and Consequences Training
- Identify frequently used illegal drugs and their harmful effects.
 - Identify frequently used legal drugs, like alcohol and tobacco, and their harmful effects.
 - Identify signs of addictive behavior.
 - Identify the appropriate resources for assistance with a drug problem.
 - Identify several forms of birth control.
 - Identify several means of protection from acquiring a STD or AIDS.
 - Identify some of the warning signs associated with eating disorders.
 - Identify both pros and cons of peer pressure.
- g. Interpersonal/Social Skills Training
- Identify youth's communication strengths and weaknesses.
 - Identify emotional triggers, such as events/things that trigger feelings of anger.
 - Set boundaries and develop appropriate relationships with others.

- Understand dating dynamics and how to identify unhealthy relationships and how to say no (separate gender classes for this discussion).
- Interact appropriately in public and social settings.
- Accept diversity in others (includes racial, gay, lesbian, bisexual, transgender and questioning issues).
- Identify youth's needs with regard to dealing with and resolving issues with family of origin, current caregiver, as well as emancipation and independent living issues.
- Know how to register to vote.
- Know how to obtain a passport.

h. Education Training

- Access, read and interpret school transcripts.
- Identify post high school job/career/academic options.
- Know how to take SAT's.
- Know how to apply for college and what the A – G requirements are.
- Know how to apply for Financial Aid.
- Know how to apply for a Chafee Grant.
- Know how to track high school credits and various ways to accumulate credits/calculate cumulative credits.
- Know resources to assist in passing the High School Exit Exam (CAHSEE).
- Know how to calculate GPA.
- Know how to apply for EOP (Educational Opportunity Program).
- Learn study skills to be successful in high school or college.

4. Service Areas – Training is to be provided for the following service areas: High Desert, Low Desert, Central Valley, East Valley, Mountain, Northern West End and Southern West End regions. Representative cities include, but are not limited to the following:
- a. High Desert – Adelanto, Apple Valley, Barstow, Hesperia, Victorville
 - b. Low Desert – Yucca Valley, Joshua Tree, Morongo Basin, 29-Palms
 - c. Central Valley – San Bernardino, Colton, Highland, Bloomington, Fontana
 - d. East Valley – Loma Linda, East Highland, Redlands, Yucaipa, Mentone
 - e. Mountain – Big Bear Lake, Big Bear City,
 - f. Southern West End – Chino, Chino Hills, Ontario
 - g. Northern West End – Montclair, Upland, Rancho Cucamonga
5. Program Considerations – Contractors will be required to attend a variety of meetings to collaborate, exchange ideas, and avoid duplication of effort and/or program services. These include:

a. Local Community Colleges Advisory Board Meeting

The local Community College District also provides ILP services; therefore it is imperative that any Contractor(s) selected participate and collaborate with the local Community College District program staff to avoid duplication of services. The advisory board meeting is usually held monthly.

b. ILP Task Force Meeting

The ILP Task Force Meeting will be held monthly to discuss program issues and provide program status reports. Immediately following this meeting, Contractors will also have the opportunity to participate in support meetings to discuss issues related to the program and services being provided.

c. DCS Quarterly Contractors Meeting

The DCS Quarterly Contractor's Meeting is held to discuss issues pertinent to DCS Contractors. It is an opportunity to receive legislative, departmental, fiscal, and County updates and to network with fellow contractors.

V. CONTRACT REQUIREMENTS

A. General

Contracts resulting from this RFP may include the terms contained below. If the Proposer has any objections to these terms, these objections must be addressed in the proposal or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

3. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

4. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.

5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County.

Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including the California Department of Social Services Manual of Policies and Procedures Chapter 23, section 23-602 (Code of Conduct). In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

7. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

8. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

9. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3. This includes licensed personnel who are not able to provide documentation of

prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

10. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

11. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. section 12101 et seq.)

12. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

13. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

14. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with

commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and

- 4) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the proposal.

15. Invoices

Contractor will provide invoices once a month to County or within thirty (30) days of each series completion.

16. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

17. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

18. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one working day, in writing and by telephone to the County.

19. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs,

plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

20. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

21. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

22. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

23. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

24. Electronic Fund Transfer

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

B. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and

for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- 1) Premises operations and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or
Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or
Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the county, federal, and state representatives for a period of three years after the final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Program data shall be retained locally (in the County of San Bernardino) and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit, Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties.

All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the County of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY ADMINISTRATIVE OFFICIAL

Proposer agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the Proposer. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the Proposer. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County

Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed

in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the Proposer’s offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive

bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
4. Proposals must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph E - Proposal Submission Deadline.
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and five (5) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – Independent Living Skills Training RFP HS 08-09".
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page - A letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the Proposer submitting the proposal, which must include the following information:
 - a. A statement that the proposal is submitted in response to the RFP Independent Living Skills Training, RFP HS 08-09.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the Proposer.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the Proposer.

2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic.
3. Statement of Certification – Must include:
 - a. A concise statement of the services proposed and the overall cost for said services. Include # of youth to be served.
 - b. A statement that the Proposer will provide the services as described in the proposal for a one year period beginning no later than July 1, 2009.
 - c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
 - d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h. A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.
 - i. A list of Former County Officials (as defined in Section VII) affiliated with the organization/firm. If none, so state.
4. Proposal Description – Proposal should:
 - a. Address, but not be limited to, all items in Section IV, Paragraph D - Program Description.
 - b. Include the following:
 - 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
 - 2) Narrative description of the proposed plan to achieve the program objective and requirements. Include methods of training and sample curriculum.
 - 3) Detailed plan of activities.
 - 4) Explanation on how the Proposer will meet any Program Considerations as required.

- 5) Milestone and deliverable charts, as applicable.
 - 6) Explanation of any assumptions and/or constraints.
5. Statement of Experience:
- a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
 - c. A statement that the Proposer has a demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held by the Proposer and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Describe experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. With respect to contracts currently in effect, completed, or terminated prior to the original expiration date within the last three years, which involve similar type projects, show for each such contract:
 - 1) Date of termination or completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.
 - h. Identify controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - i. Identify financial interest in other lines of business. If none, so state.
 - j. Disclose pending litigation, involving Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - k. Disclose convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.

- I. Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
6. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the subcontractor, that includes the name and address of the subcontractor, type of work to be performed, and percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.

Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.
7. Audited Financial Statements - Submit three annual audited financial statements. Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP.

Submit an agreement to the right of the county, state and federal governments to audit the Proposer's financial and other records.
8. Insurance – A statement that the Proposer will obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements prior to the delivery of service.
9. Program Budget – It is anticipated that any Contract(s) awarded will be a cost-reimbursement contract. Submit Program Budget (Attachment B) for cost analysis purposes.
10. Complaint and Grievance Procedures - A statement that the Contractor will ensure that any complaints made by service recipients will be referred to the County in accordance with the County's procedure as defined in Attachment A, **or** provide a copy of the Contractor's Complaint and Grievance Procedure.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the Proposer in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Cost
- b. Program Services (include facility, staffing, training methods, curriculum, etc.)
- c. Experience
- d. Service Areas

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.; or violation of state or federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator for the Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

Organization: _____

Program Budget
Independent Living Skills Training
July 1, 2009 - June 30, 2010

I. PROGRAM COSTS

List only those items of cost which are chargeable, in whole or part, to the program.

Attach an explanation of costs in a narrative form.

A. Salaries and Benefits

	TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1. Job Title:			
Salary:			-
Benefits:			-
2. Job Title:			
Salary:			-
Benefits:			-
3. Job Title:			
Salary:			-
Benefits:			-
4. Job Title:			
Salary:			-
Benefits:			-
5. Job Title:			
Salary:			-
Benefits:			-
SUBTOTALS	\$ -		\$ -

B. Operating Expenses

	TOTAL COST TO THE ORGANIZATION	PERCENT CHARGED TO GRANT	TOTAL COST TO GRANT
1.			-
2.			-
3.			-
4.			-
5.			-
6.			-
7.			-
8.			-
9.			-
10.			-
11.			-
12.			-
13. SUBTOTALS	\$ -		\$ -
14. SUBTOTALS, (A) above	\$ -		\$ -
15. TOTALS	\$ -		\$ -

COMPLAINT AND GRIEVANCE PROCEDURES

(INSTRUCTIONS: THE PARTICIPANT IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to your Caseworker (whichever is applicable).

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to the Program Manager at the following address:

Department of Children's Services, System Resources Division
412 West Hospitality Lane
San Bernardino, CA 92415-0913
Attn: ILP Coordinator

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

4. If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

Human Services, Contracts Manager
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

.....
GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the San Bernardino County Human Services Grievance Procedure.

Signature of Service Recipient

Date

Organization: _____

PROPOSAL CHECKLIST

Proposals submitted in response to RFP HS 08-09 for Independent Living Skills Training must be delivered to the following address no later than Wednesday, January 14, 2009, 4:00 p.m.

County of San Bernardino
Human Services
ATTN: Contract Unit
150 South Lena Road
San Bernardino, CA 92415-0515

One original and five (5) unbound copies of the written proposal are required. Each proposal must include the following items:

1. ☐ Cover Page
2. ☐ Table of Contents
3. ☐ Proposal Checklist – Attachment C
4. ☐ Statement of Certification
5. ☐ Proposal Description
6. ☐ Statement of Experience
7. ☐ Subcontractor Information
8. ☐ Financial Statements
9. ☐ Insurance
10. ☐ Complaint and Grievance Procedures – Attachment A
11. ☐ Program Budget – Attachment B